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MAY 15 2012

BOARD OF HEALING ARTS

SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND STEPHEN C. ARNY, M.D.

Come now Stephen C. Arny, M.D. (hereinafter "Licensee"), and the State Board of Registration for the Healing Arts (hereinafter the "Board") and enter into this agreement for the purpose of resolving the question of whether Stephen C. Arny's license as a physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo¹.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against the Licensee; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to the Licensee by operation of law, the Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.

¹ All statutory references are to the Revised Statutes of Missouri (2009) unless otherwise stated.

2. The Licensee acknowledges that he may, at the time this agreement is effective or within fifteen days thereafter, submit this agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of the Licensee's license.
3. The Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.
4. The parties stipulate and agree that the order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein. The Licensee understands that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.
5. The Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this agreement as an open record of the Board as required by Chapters 324, 334, and 610, RSMo, as amended and will report this agreement to the National Practitioner's Data Bank (NPDB), the Health Integrity and Protection Data Bank (HIPDB), and the Federation of State Medical Boards (FSMB).

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and the Licensee herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. The Licensee is licensed by the Board as a physician and surgeon, License Number 2007028758, which was first issued on September 14, 2007. Licensee's license lapsed on January 31, 2012.
8. On or about December 10, 2011, Licensee entered into an Agreed Order of Surrender with the Kentucky Board of Medicine voluntarily surrendering his Kentucky medical license. Licensee had departed from or failed to conform to accepted standards of practice in his prescribing pain medicine to patients.
9. The above constitutes cause to discipline Licensee's license pursuant to §334.100.2(8) RSMo (2009).

II. JOINT CONCLUSIONS OF LAW

10. Cause exists to discipline Licensee's license pursuant to 334.100.2(8) RSMo which state:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily

agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer;

11. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2 RSMo.
12. Cause exists for the Board to take disciplinary action against the Licensee's license under §334.100.2 RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.110 RSMo 2000. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

13. License number 2007028758, issued by the Board to the Licensee, is hereby VOLUNTARILY SURRENDERED IN LIEU OF DISCIPLINE.
14. Within fifteen (15) days of the effective date of this agreement, the Licensee shall return all indicia of Missouri medical licensure to the board, including but not limited to, his wall-hanging license and pocket card.
15. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15)

days of the effective date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority. If the Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

16. The Licensee shall notify, within fifteen (15) days of the effective date of this agreement, all employers, hospitals, nursing homes, out-patient centers, clinics, and all other facilities where the Licensee practices or has privileges, of his disciplinary status. If the Licensee does not have an employer, does not have privileges or does not practice at any facility, he shall notify the Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

17. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Order shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

18. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document that are currently either known or unknown to the Board.

19. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

LICENSEE

BOARD

<u>Stephen C. Army, M.D.</u>	<u>5/15/12</u>
Stephen C. Army, M.D.	Tina Steinman
Date	Executive Director

<u>Sarah Schappe</u>	<u>5/15/2012</u>
Attorney for Licensee	Sarah Schappe
Date	Date
Missouri Bar No. _____	General Counsel, MO Bar No. 52011

EFFECTIVE THIS 15 DAY OF May, 2012